

24.00

Store # 6440

**LEASE ASSIGNMENT**

**THIS ASSIGNMENT**, made this 25<sup>th</sup> day of July, 1995 by and between **F.W. WOOLWORTH CO.**, a New York corporation ("Assignor") and **WOOLCO INC.**, a Delaware corporation ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the tenant under a certain lease described on Exhibit "A" attached hereto and made a part hereof ("Lease") relating to the property described on Exhibit "B" attached hereto and made a part hereof.

**WHEREAS**, Assignee is a corporation substantially all of the stock of which is owned by Assignor

**WHEREAS**, Assignor desires to sell and assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows.

1. Assignor hereby sells, transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing assignment and assumes the obligations of the tenant under the Lease.
3. Assignee shall indemnify, defend, save and hold Assignor harmless of, from and against any and all loss, costs, expenses (including, without limitation reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing on or after the date hereof.
4. Assignor shall indemnify, defend, save and hold Assignee harmless of, from and against any and all loss, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing prior to the date hereof.
5. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed the day and year first above written.

ASSIGNOR:  
F.W. WOOLWORTH CO.

By: Patrick R. Mayo  
Patrick R. Mayo  
Its: Vice President

ASSIGNEE  
WOOLCO INC.

By: Jack F. O'Hara  
Jack F. O'Hara  
Its: Vice President

RETURN TO: PL05-121 CH  
FIRST AMERICAN TITLE INSURANCE CO.  
25400 U.S. Highway 19 N., Suite 212  
CLEARWATER, FL 34623

Attest: James P. Mullin  
Assistant Secretary **JAMES P. MULLIN**  
1st witness LANCE LEVINE  
2nd witness KATHERINE CUNNINGHAM

Attest: [Signature]  
Assistant Secretary  
1st witness LANCE LEVINE  
2nd witness KATHERINE CUNNINGHAM

OR BK 2030 PG2805

1356022

RECORDED  
OFFICIAL RECORD  
95 SEP 26 AM 11:39  
ALACHUA COUNTY, FL

**MULTI-STATE CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
                          )SS:  
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Patrick R. Mayo and <sup>James P. Mullin</sup>~~Borlan S. Kosovych~~, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of F.W. Woolworth Co., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*John Beaulieu*  
Notary Public

NOTARIAL SEAL

My Commission Expires:  
JOHN BEAULIEU  
Notary Public, State of New York  
No. 41-4979526  
Qualified in Queens County  
Commission Expires April 1, 1997

**MULTI-STATE CORPORATE ACKNOWLEDGMENT**

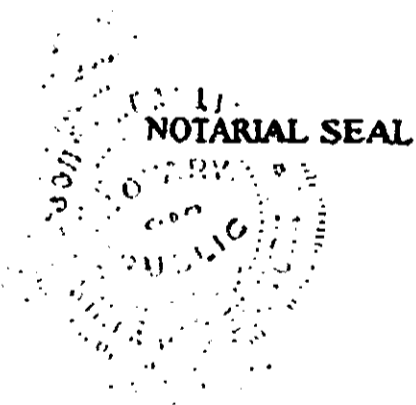
STATE OF NEW YORK )  
                                  )SS:  
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Jack F. O'Hara and Joseph F. Grabowski, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of Woolco Inc., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:  
JOHN BEAULIEU  
Notary Public, State of New York  
No. 41-4973626  
Qualified in Queens County  
Commission Expires April 1, 1997



**EXHIBIT "A"**

Lease dated June 27, 1979, by and between Central Plaza Bank & Trust Co. as Landlord and  
F.W. Woolworth Co. as Tenant.

[pax707]

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Store # 6440

EXHIBIT "B"

32016. Premises located at Holly Hill Mall, 888 North Nova Road, Daytona Beach, FL

DEMISED PREMISES

The demised premises consist of a one-story building (with land thereunder) containing approximately 90,930 square feet erected within the Entire Premises described below and situated as shown on the drawing attached hereto and made a part hereof, together with an irregular tract of land measuring 45 x 80 feet, with an ell measuring 30 x 50 feet, located at the southwest corner of the demised premises and shown as "Garden Shop."

ENTIRE PREMISES

The Entire Premises consist of all that certain lot, piece or parcel of land, together with the improvements thereon, being located in the County of Volusia, State of Florida, being the same land shown on the drawing attached hereto and made a part hereof, and more particularly described as follows:

BEGINNING at a point on the west line of Nova Road (State Route #415), said point being 150 feet more or less north of the north line of Mason Avenue, running

thence N along said west line of Nova Road 982.10 feet;

thence westerly 145 feet more or less;

thence northerly 125 feet more or less to the south line of Second Street;

thence W along said south line of Second Street 905.32 feet;

thence S 980.58 feet to the north line of Mason Avenue;

thence E along said north line of Mason Avenue 873.40 feet;

thence N 150 feet;

thence E 150 feet to the west line of Nova Road and the Point of Beginning.

DB  
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